

Southern Pacific Transportation Company

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HAROLD S. LENTZ
ASSISTANT GENERAL ATTORNEY

RECORDATION NO. 8321-1

JAN 23 1980 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

January 7, 1980

WILLIAM F. ADAMS
RICHARD D. SILVESTER
DAVID W. LONG
GARY O. ALEXANDER
DELEINE E. SLOANE
GARY A. LAAKSO
KAREN ACKERMAN
CAROL A. HARRIS
STEPHEN W. DIEHL, JR.
JOSE E. GUZMAN, JR.
CRAIG J. WHITNEY
ATTORNEYS

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated
as of April 1, 1976, between Southern
Pacific Transportation Company, First
Pennsylvania Bank, N.A., and Whitehead
& Kales Company

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to
the provisions of Title 49, United States Code, Section 11303,
the original and three (3) counterparts of First Supplemental
Agreement dated as of January 7, 1980, between Southern Pacific
Transportation Company and First Pennsylvania Bank, N.A., amend-
ing the above-entitled Agreement of Conditional Sale and Agree-
ment and Assignment dated as of April 1, 1976, together with
this Company's voucher in payment of the recording fee.

The following document has been recorded with the
Commission under Section 11303 (former Section 20c) in this
matter:

Agreement of Conditional Sale dated as of
April 1, 1976, between Whitehead & Kales
Company and Southern Pacific Transportation
Company, recorded on May 11, 1976, at 2:20
P.M., assigned Recordation No. 8321.

0-023A066

No. JAN 23 1980

Date

Fee \$ 10.00

ICC Washington, D. C.

Ms. Agatha L. Mergenovich
January 7, 1980
Page 2

In connection with the recording of the enclosed First Supplemental Agreement dated as of January 7, 1980, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Parties to the Transaction:

Lessor: First Pennsylvania Bank, N.A.
Fifteenth and Chestnut Streets
Philadelphia, Pennsylvania 19101

Lessee: Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment Covered
By First Supplemental Agreement:

<u>Number of Units</u>	<u>Description</u>
5	70 - ton, 52' 8" boxcars; Pullman-Standard, builder; lettered SP and numbered 247983, 247987 through 247989, and 248008.

When the recording of the First Supplemental Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative therewith and return the remainder of the same to her.

Very truly yours,



Karen Ackerman

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/23/80

OFFICE OF THE SECRETARY

Karen Ackerman:
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear **Ms. Ackerman**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/23/80** at **2:50pm**, and assigned recordation number(s). **8321-A & 8812-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

FIRST

JAN 23 1980 -2 30 PM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of January 7, 1980, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at Fifteen and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of April, 1976.

WITNESSETH

WHEREAS, Whitehead & Kales Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of April 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1976, (hereinafter

called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on May 11, 1976, and assigned Recordation No. 8321; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has deposited with the Assignee an amount in cash equal to the depreciated value of said Destroyed Equipment, determined as provided in the Conditional Sale Agreement, at the time of its destruction; and

WHEREAS, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set

forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
5	70-ton, 52'8" box cars; Pullman-Standard, builder; lettered SP and numbered 247983, 247987 through 247989, and 248008.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the afore-said amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of January 7, 1980, the actual date or dates of execution hereof by the parties hereto is or are, respectively,

the date or dates stated in the acknowledgements hereto annexed.


IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.

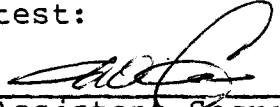
SOUTHERN PACIFIC TRANSPORTATION COMPANY

By 
Assistant Vice President and Treasurer

Attest: 
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A., as Agent

By 
P. M. GIULIANTE
SENIOR CORPORATE TRUST OFFICER

Attest: 
Assistant Secretary
T. A. O'CONNELL
CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

COMMONWEALTH OF PENNSYLVANIA)
)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 14th day of January, 1980, before me personally appeared E. M. GIULIANTE, to me personally known, who, being by me duly sworn, says that She is CORPORATE TRUST OFFICER of FIRST PENNSYLVANIA BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and She acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James H. Ottanar
Notary Public

LYNN M. ATTARIAN
Notary Public, Phila., Phila. Co.
My Commission Expires May 3, 1982

FIRST

JAN 23 1980 -2 50 PM

SUPPLEMENTAL AGREEMENT
INTERSTATE COMMERCE COMMISSION

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WITNESSETH

WHEREAS, Whitehead & Kales Company, a corporation organized and existing under and by virtue of the laws of the State of Michigan (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of April 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1976, (hereinafter

called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on May 11, 1976, and assigned Recordation No. 8321; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has deposited with the Assignee an amount in cash equal to the depreciated value of said Destroyed Equipment, determined as provided in the Conditional Sale Agreement, at the time of its destruction; and

WHEREAS, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set

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1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
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2. The Assignment is hereby amended to permit the afore-said amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of January 7, 1980, the actual date or dates of execution hereof by the parties hereto is or are, respectively,

the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By Bruce J. McPherson
Assistant Vice President and Treasurer

Attest: T. A. O'Connell
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A., as Agent

By R. M. Giuliani


Attest: T. A. O'Connell
Assistant Secretary

R. M. GIULIANTE
SENIOR CORPORATE TRUST OFFICER

T. A. O'CONNELL
CORPORATE TRUST OFFICER
& ASSISTANT SECRETARY

COMMONWEALTH OF PENNSYLVANIA)
)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 14th day of January, 1980, before me personally appeared P. M. GIULIANTE, to me personally known, who, being by me duly sworn, says that he is SENIOR CORPORATE TRUST OFFICER of FIRST PENNSYLVANIA BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



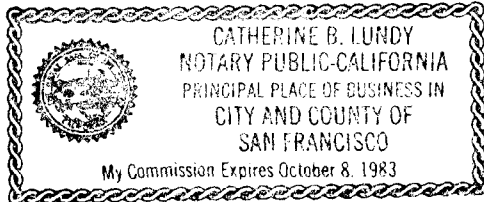
Notary Public
LYNNE M. ALTMAN
Mentor, Ohio, U.S.A., Public Notary, Co.
My Commission Expires May 3, 1982

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
) ss.
)

On this *10th* day of January, 1980, before me personally appeared BRUCE G. MC PHEE, to me personally known, who being by me duly sworn, says that he is Assistant Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy
Notary Public